



1978

# The Case of Flavia Christodote: Observations on PSI I 76

James G. Keenan  
jkeen@luc.edu

## Recommended Citation

Keenan, J.G. (1978). The case of Flavia Christodote: observations on PSI I 76. *Zeitschrift für Papyrologie und Epigraphik*, Bd. 29, (1978), 191-209.

This Article is brought to you for free and open access by the Faculty Publications at Loyola eCommons. It has been accepted for inclusion in Classical Studies: Faculty Publications and Other Works by an authorized administrator of Loyola eCommons. For more information, please contact [ecommons@luc.edu](mailto:ecommons@luc.edu).



This work is licensed under a [Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 License](https://creativecommons.org/licenses/by-nc-nd/3.0/).

© Dr. Rudolf Habelt GmbH, Bonn, 1978.

THE CASE OF FLAVIA CHRISTODOTE:  
OBSERVATIONS ON PSI I 76<sup>1)</sup>

Of the three periods into which the study of the Greek papyri from Egypt has been traditionally divided -- Ptolemaic, Roman, Byzantine<sup>2)</sup> -- it has become commonplace to note that the last named receives the least attention.<sup>3)</sup> An assortment of reasons has been offered to explain this lack of interest, including "un préjugé défavorable aux époques dites de décadence."<sup>4)</sup> But whatever the reason or reasons, and despite the truth of the commonplace, it is equally true that most of the Byzantine texts and archives have attracted at least some attention (much more rarely has the whole range of the Byzantine papyri been surveyed), and have from time to time afforded the bases for distinguished scholarly research. In the course of my own investigations into the documents of this period, however, my attention has been caught by one that seems to have escaped the scrutiny it merits: PSI I 76. On its publication in 1912, this document did attract some attention, notably evidenced in von Druffel's *Papyrologische Studien zum byzantinischen Urkundenwesen* (Münch. Beitr. 1 [1915]). But since then, apart from occasion-

---

1) I would here like to acknowledge with gratitude a grant in support of this article from the Committee on Research of Loyola University of Chicago. Excellent photographs of the papyrus were made for me by Dr. G. M. Pineider through the kind agency of Dr. Antonietta Morandini, Director of the Biblioteca Medicea-Laurenziana in Florence. Copy (b) (see below) required special preparation prior to being photographed, an effort skillfully carried out by Dr. Rosario Pintaudi, who also was so kind as to check a number of my revisions in the transcript of copy (a) against the original papyrus.

2) Wilcken, *Grundz.*, pp. 1-2. The Ptolemaic period is considered to extend from Alexander's conquest to Octavian (30 B.C.); the Roman period from 30 B.C. to A.D. 284; the Byzantine period from A.D. 284 to the Arab invasion of A.D. 639.

3) Basically true, but in need of modification owing to recent intense interest in the Diocletianic period and in the fourth century. This may partly lie behind the recent popularity of the term "late Byzantine" as a period label for Egypt from the fifth century to the Arab invasion.

4) R. Rémondon in *Akten des XIII. Internationalen Papyrologenkongresses* (Münch. Beitr. 66, 1974), pp. 367-72. Cf. H. I. Bell in *Papyri und Altertumswissenschaft* (Münch. Beitr. 19, 1934), pp. 314-26; see also Rémondon, *Annales Universitatis Saraviensis*, Philosophische Fakultät, 8 (1959), pp. 87-103.

al use of its social and juristic details,<sup>5)</sup> it has been rather neglected. Its contents have been summarized in two recent articles,<sup>6)</sup> but the text has never been subjected to any more extensive discussion and analysis. It is therefore the simple aim of this paper to redirect attention to this important papyrus.

The text, an affidavit (δευμαρτυρία) drawn up at the instance of one Flavia Christodote for signing by the *defensor civitatis* of Alexandria, survives in two copies. One was to have been delivered to the party against whom Christodote complains, an Alexandrian banker<sup>7)</sup> named Flavius Eustathius; the other was to have been retained in Christodote's own possession. Divergences in the drafting of the two copies tend to be minor, either having to do with occasional differences of word selection or arrangement or with very slight orthographical inconsistencies (almost invariably iotacistic). Copy (a) is in as fine a state of preservation as can be expected of any papyrus, so perfect as to beg the assistance of copy (b) for restoration purposes only at one place: line 1. Unfortunately, it is precisely there that copy (b), itself very well preserved, though much less so than (a), is nearly useless (see note on line 1). The format of the texts conforms to patterns familiar from the grander Byzantine papyri. The lines of writing, along the fibers, are exceedingly long, crossing in their paths (in copy a) *kollemata* that fall at 19 cm. intervals. The hand is facile and practiced, a "chancery-type" strikingly like that which drew up P. Gen. Inv. 210 (A.D. 551?); it is also comparable to that which wrote P. Cairo Masp. II 67126 (Constantinople, A.D. 541) and to that which wrote the dating clause at the top of P. Lond. I 113.4 (A.D. 595).<sup>8)</sup> Tre-

5) Social: e.g., E. R. Hardy, *The Large Estates of Byzantine Egypt* (New York, 1931), pp. 40-41; juristic: e.g., R. Taubenschlag, *The Law of Greco-Roman Egypt in the Light of the Papyri* (2nd edn., Warsaw, 1955), pp. 415-416; *id.*, *Opera minora* (Warsaw, 1959), I, pp. 275-76; II, p. 85.

6) D. Simon, *RIDA*, 3rd ser., 18 (1971), pp. 623-57, esp. at 645f.; J. G. Keenan, *ZPE* 17 (1975), pp. 237-50, at 244ff.

7) It is nowhere explicitly stated in the text that the banker was an Alexandrian; context, however, seems to me to make this conclusion unavoidable.

8) P. Gen. Inv. 210: R. Seider, *Paläographie der griechischen Papyri*, vol. I (Stuttgart, 1967), pl. 55. P. Cairo Masp. II 67126: W. Schubart, *Griechische Paläographie* (Munich, 1925), pl. 59 on p. 93. P. Lond. I 113.4: A. Bataille, *Les*

mas are consistently found over initial iotas, rarely over initial upsilons. Movable nu is consistently included. The verso of both copies is fully inscribed with estate accounts of an unnamed landlord or landlady, frequently but far from exclusively concerned with payments made to vinedressers (ἀμπελουργοί).

What is given here is a transcription of copy (a). For variants in copy (b) see the list of variants below.

## Text

PSI I 76

copy (a): 112 x 26 cm.

A.D. 574?

- 1  $\text{Ϝ}$ B[ασι]λ[ε]ῖα[ς] τοῦ θειοτάτου καὶ εὐσεβεστάτου ἡμῶν δε[σπότη] του Φλ(αουίου)  
'Ιουστινίου τοῦ [αἰωνίου αὐγούστ]ο[υ κα]ὶ [αὐτοκράτορος - - -] - - - (scattered traces)
- 2 Φλ(αουία) Χριστοδότῃ σὺν θεῷ Ἰλλουστρία θυγάτηρ τοῦ τῆς εὐκλεοῦς μνήμης 'Ιωάννου γενομένου πατρικίου σοὶ Φλ(αουίῳ) Εὐσταθίῳ τῷ λαμπροτά(τῳ) κόμ(ε)τι καὶ ἀργυροπράτῃ παρεγγυῶ περὶ τῶν ὑποτεταγμένων.
- 3 'Η πίστης τῶν συναλλαγμάτων φυλαττομένη ἐν ἐπαίνῳ τίθησιν τοὺς θεμένους καὶ ἀκραιφνή τὴν τῶν συνελθόντων διασῶξει διάθεσιν, ὥσπεροῦν καὶ τάναντία καταπατουμένη σαφῶς ἀπεργάζεται. Μέμνηται τοίνυν ἡ ὑμετέρα μεγαλοπρέ(πει)α ὡς ἐγγράφως ἀντεφώνησέν μοι [[ὅ]]περὶ τοῦ
- 4 ἐνδοξ(οτάτου) μου ἀδελφοῦ τοῦ κυρίου Κωμήτου χρυσοῦ λίτρας ἐξήκοντα μίαν μετὰ τῶν ἐπισυναγομένων αὐταῖς τόκων ἕω ῥητῆς προθεσμίας, καὶ εἰδοῦ παρῆλθεν ἡ προθεσμία καὶ τὸ ἱκανὸν οὐκ ἐποίησεν τῇ ἀντιφωνήσει αὐτῆς, ὥς εὐτρεπισθῆναί με λοιπὸν καταλαβεῖν
- 5 τὴν βασιλείδα τῶν πόλεων καὶ διὰ τῆς εὐτυχοῦς καὶ δικαιοπραγοῦς βασιλείας τῶν δικαίων ἐπιτυχεῖν. ἐγὼ γὰρ λοιπὸν πρὸς οὐδένα ἔχω εἰ μὴ πρὸς τὴν ὑμετέραν λαμπρ(ό)τητα, τὴν καὶ ὑπεισελθοῦσαν ὑπὲρ τοῦ εἰρημένου ἐνδοξοτάτου μου ἀδελφοῦ πρὸς ἐμὲ τὴν ἀντιφώνησιν

Variants in Copy (b): 2 λαμπροτάτῳ in full κόμ(ε)τι καὶ om. 3 πίστις λαμπρότης 4 ἐνδοξο(τάτου) ἐξήκοντα μίαν χρυσοῦ λίτρας εἕω εἰδοῦ εὐτρεπισθῆναι 5 βασιλίδα μεγαλοπρέπειαν in full

*papyrus* (Traité d'études byzantines, vol. II, Paris, 1955), pl. XI; E. M. Thompson, *An Introduction to Greek and Latin Palaeography* (Oxford, 1912), pl. 39 on p. 179.

- 6 τῶν αὐτῶν ἐξήκοντα μιᾶς τοῦ χρυσοῦ λιτρῶν. Ὅτι πολλοῖς χρέεσιν προσπαλαίω καὶ καθ' ἐκάστην ὥραν ἐνοχλοῦμαι παρὰ τῶν δανιστῶν, τοῦτο πᾶσιν δῆλον καθέστηκεν, ἀλλὰ καὶ ἡ ὑπολειφθεῖσά μοι ἀκίνητος οὐσία κατὰ τὴν Ἀρκάδων, ἐξ ἧς ἔχω τὰς ἀναγκαίας μου ἀποτροφάς, μέλλει
- 7 ἐκ περιστάσεως παραδοθῆναι τοῖς δανισταῖς, ὥστε καὶ τὴν ἐντεῦθεν ζημίαν ἀφορᾷν πρὸς τὴν σὴν λαμπρότητα τὴν μὴ παρασχοῦσάν μοι τὰ ἐνοφειλόμενά μοι παρ' αὐτῆς ἕως νῦν, ὅπως εὖρω ἐμαυτὴν ἐλευθερώσαι ἐκ τῶν ἐμῶν δανιστῶν. Εἴτε οὖν ἐκ ταύτης τῆς αἰτίας ζημία τις ἐμοὶ
- 8 προστρίβῃ ἢ καὶ κινδυνεύσω περὶ τὴν ὑπολειφθεῖσάν μοι κατὰ τὴν Ὁξυρυγχιτῶν ἀκίνητον οὐσίαν, εἴτε προφάσει ξενιτείας ποιήσω δαπανήματα, ταῦτα μέλ' ἴω ἀπαιτῆσαι τὴν σὴν λαμπρότητα μὴ ἀνεχομένην ἀπραγμόνως τὸ ἱκανόν μοι περιποιῆσαι ἐπὶ τῇ αὐτῆς ἀντιφωνήσει.
- 9 Πρὸς γὰρ ἀναίρεσιν πάσης δικαιο[ο]λογίας, καὶ ὥστε γνῶνα[ι] τὴν ὑμετέραν λαμπρότητα ὡς ἐκ τῆς παρολκῆς αὐτῆς γίνεται μοι ὑπεύθυνος καὶ εἰς τὰ παρ' ἐμοῦ ὡς εἰκὸς γινόμενα ἐκ σῆς ὑπερθέσεως δαπανήματα καὶ εἰς τὰ μέλ' ὄντα ἐκ τῆς ἐμῆς οὐσίας λημφθῆναι παρὰ τῶν ἐμῶν δανιστῶν
- 10 ἐκ τοῦ μὴ δύνασθαι με τὰ παρ' ἐμοῦ ἐνοφειλόμενα δοῦναι, οἷα δὲ μὴ κομισαμένη παρὰ τῆς ὑμετέρας λαμπρότητος τὰ ἀντιφωνηθέντα μοι παρ' αὐτῆς ὑπὲρ τοῦ ἐνδοξοτάτου μου ἀδελφοῦ, τῇ οὖν παρούσῃ διαμαρτυρίᾳ ἐχρησάμην πρὸς αὐτὴν πεμφθείσῃ
- 11 αὐτῇ διὰ [[τοῦ λόγ]] vacat τοῦ λογιωτάτου ἐκδίκου τῆς Ἀλεξανδρέων, μεθ' ὑπογραφῆς ἐμῆς καὶ τῆς αὐτοῦ λογιότητος, ἧς τὸ ἔσον ἔσχον παρ' ἐμαυτῇ πρὸς οἰκειάν ἀσφάλειαν μεθ' ὑποσημιώσεως τοῦ εἰρημένου λογιωτάτου ἐκδίκου. Ἐν-ορκῶ δὲ
- 12 πρὸς τῆς ἀγίας καὶ ὁμοουσίου τριάδος καὶ τῆς νίκης καὶ διαμονῆς τῶν καλλινίκων ἡμῶν δεσποτῶν Φλ(αουίου) Ἰουστίνου τοῦ αἰωνίου ἀγίου μεγίστου εὐεργέτου καὶ αὐτοκράτορος καὶ Αἰλίας Σοφίας τῆς εὐσεβεστάτης ἡμῶν δεσποίνης μὴ ἀποστῆναι
- 13 τῆς Ἀλεξανδρέων εἰ μὴ πρῶτον τὸ ἱκανόν μοι ποιήσῃ τοῦ ἀντιφωνηθέντος μοι παρ' αὐτῆς ὡς ἔρρηται χρυσοῦ +

6 τοῦ χρυσοῦ λιτρῶν μετὰ καὶ τῶν ἐπισυναγομένων αὐταῖς τόκων. Ὅτι γὰρ πολλοῖς  
 7 λαμπρότητα in full 8 ποιῆσαι 9 μεγαλοπρέπειαν in full 10 μεγαλο-  
 πρεπείας in full 11 Blank space, with no signs of erasure Ἀλεξανδρέων  
 πόλεως παρ' ἐμαυτῇ μεθ' ὑπογράφ[ης | τ]οῦ εἰρημένου λογι[ωτά]του ἐκδίκου πρὸς  
 οἰκ[είαν] ἀσφάλ[ειαν.] Ἐν-ορκῶ δὲ τὴν ὑμετέραν μεγαλοπρέπειαν πρὸς 12 καλλι-  
 νίκων: ἀηττήτων καὶ εὐσεβεστάτων 13 εἰ μὴ πρῶτον: ἄχρις ὅταν ποιήσῃ - - -  
 χρυσοῖν: περιποιήσῃ τοῦ εἰρημένου ἀντιφωνηθέντος μοι παρ' αὐτῆς χρυσοῦ ὑπὲρ τοῦ  
 ἐνδοξο(τάτου) μ[οῦ ἀδελφοῦ

## Commentary

1: But for a few traces in copy (b) toward the beginning and end of the line, the dating clause is preserved in useful form only in copy (a). This is presented in the PSI edition as follows:

†B[ασι]λ[ε]ξ[α]ς] τοῦ θειοτάτου καὶ εὐσεβεστάτου ἡμῶν δε[σπότη] του Φλ(αουίου)  
'Ιουστίνου τοῦ αἰωνίου ἀγούστου [καὶ αὐτοκράτορος καὶ Αἰλίας Σοφίας τῆς εὐσε-  
βεστάτης ἡμῶν δεσποίνης ἔτους - - - ]

In the *addenda et corrigenda* prefixed to PSI I (p. xiii), μεγίστου εὐεργέτου was inserted after ἀγούστου (BL I, p. 390), which, if right, would mean that in the transcription given in this paper κα]ξ [αὐτοκράτορος should be emended to με]γ[ίστου. The papyrus in fact contains both more and less than the PSI version and *addendum* suggest: more, in that scattered traces of the bottoms of letters are to be found up in the very end of the line of writing; less, in that the papyrus is damaged to such an extent that many letters printed as certain require dots or placement within brackets. (Dr. Pinaudi in a letter of June 30th, 1977, assures me that the original does not show any more than the photograph.)

There appears to be sufficient room for Ailia Sophia's name and titles in line 1, but this is less certain if μεγίστου εὐεργέτου belongs in the lacuna. It is well-nigh impossible to fit the varied possibilities to the few traces of writing that remain.

Ailia Sophia's presence in the oath formula below in line 12, and her likely, though not compulsory (cf. P. Berl. Zill. 7; BGU XII 2204), inclusion in the dating clause in the present line, coupled with Tiberius's absence from both, suggest PSI 76's date may fall somewhere in A.D. 574. Sophia's co-regency dated from November 573, Tiberius was named Caesar on December 7th, 574 (cf. A. H. M. Jones, *The Later Roman Empire* [Oxford, 1964], pp. 306, 328; V. Grumel, *La chronologie* [Traité d'études byzantines, vol. I, Paris, 1958], p. 356). In conformity with that proposed year-date and, insofar as is possible, with the traces at the end of this line in copy (a), the following may at least be put forth as a possible reading for the end of the line: Φ[α]μ[ε]νὸν . ἡγ(κτίονος) ζ' (cf. P. Berl. Zill. 7) or η' (cf. BGU XII 2204). It must be stressed, however, that the reading is so uncertain as perhaps to be imaginary and that such specificity

as to date in line 1 may run contrary to some of the speculations advanced in the note to line 11 below. Toward the end of line 1 in copy (b) an  $\epsilon\kappa$  and following traces are quite clear; they suggest that perhaps  $\xi\tau\omicron\upsilon\varsigma\ \delta\epsilon\kappa\acute{\alpha}\tau\tau[ou]$  can be restored there, and accordingly at some point in the same line in copy (a). Phamenoth in the 10th year, which would conform to a reading of  $\iota\gamma\delta(\iota\kappa\tau\acute{\iota}\omicron\nu\omicron\varsigma)\ \eta'$  in copy (a), would bring the date of PSI 76 to March 575 and would compel the assumption that Tiberius's appointment was not yet recognized at whatever place the document was drawn up (Alexandria or Oxyrhynchus; see below).

In copy (a) lines 1 and 2 are of exactly equal length; they do not run to the right edge of the papyrus, instead they are roughly 4/5 the length of lines 3 through 12. The same is not true of copy (b) where  $\text{'Η πίστις}$  begins after a short blank space in line 2.

2 ἑλλουστρία: see papyrus references for this honorary title in S. Daris, *Il lessico latino nel greco d'Egitto* (Papyrologica Castroctaviana 3: Barcelona, 1971), pp. 46-47.

πατρικίου: references in Daris, p. 89.

λαμπροτά(τω): λαμπροτά(τω), ed.

κόμε(τι): reading confirmed by Dr. Pintaudi;  $\kappa\omega\mu(\acute{\eta}\tau\eta)$ , ed. (The reading might have been acceptable, but the resolution is impossible.) The exact type of Eustathius's countship is not given and can only be guessed at. It is likely to have been an honorary title, perhaps acquired by purchase. For the purchase of such dignities by ἀργυροπράται for themselves and their sons, see Jones, *Later Roman Empire*, pp. 571, 863-64, and the legal sources there cited (esp. Nov. 136.2 and Ed. 9.6); C.J. 8.13.27 and Jones, *The Roman Economy* (Oxford, 1974), p. 362.

ἀργυροπράτη: "banker" = Latin *argentarius*. For this meaning (assured by context in the present case) and other meanings, see R. Bogaert, *Ancient Society* 4 (1973), at pp. 259-64. There was a *collegium* (σύστημα, σωματεῖον) of bankers in Constantinople which on several occasions sought favorable legislation from Justinian (Novs. 4 and 136; Eds. 7 and 9). It is not known whether a similar organization existed in Alexandria. It is known, however, that at least one Constantinopolitan banker had an agent in Alexandria (P. Cairo Masp. II 67126), and it is likely that he was not alone in this. Cf. G. Mickwitz in *Wirtschaft und Kultur. Festschrift zum 70. Geburtstag von Alfons Dopsch* (Vienna, 1938), p. 74, n. 1; I. F. Fikhman, *Egipet na rubezhe dvukh epokh. Remeslenniki i remes-*

*lennyi v trud IV - seredine VII v* (Moscow, 1965), p. 27, n. 98.

3 ἡ πίστης τῶν συναλλαγμάτων: the eta in πίστης is certain even though the PSI edition reports πίστις. Copy (b) has πίστις.

Συνάλλαγμα is the comprehensive term for contracts in the Byzantine legal texts (cf. E. H. Freshfield, *Roman Law in the Later Roman Empire* [Cambridge, 1932], p. 47); πίστις is the equivalent of the Latin *fides*, with καλὴ πίστις standing for the Latin *bona fides* (cf. D. Nörr, *Die Fahrlässigkeit im byzantinischen Vertragsrecht* [Münch. Beitr. 42, 1960], pp. 72-73; W. Schmitz, 'Η πίστις in den Papyri' [diss. Köln, 1964], pp. 105ff.). According to Zachariä von Lingenthal (*Geschichte des griechisch-römischen Rechts* [3rd edn., repr. Aalen in Württemberg, 1955], p. 289), in Justinian's time the *Praefecti Praetorio* frequently admonished their subjects to adhere to contractual fidelity (τῆς ἐν τοῖς συναλλάγμασιν ἔχεσθαι πίστεως). It therefore seems possible to suggest that here the drafter of PSI 76 has begun the document with a prooimion on a familiar theme, perhaps drawn from a collection of such prooimia. For the possibility of his drawing on such a collection of prooimia, cf. F. Dölger and J. Karayannopoulos, *Byzantinische Urkundenlehre*, I (Munich, 1968), pp. 48-49; for examples of such collections, though of much later date: H. Hunger, *Prooimion. Elemente der byzantinischen Kaiseridee in den Arengen der Urkunden* (Wiener byzantinische Studien, Bd. I, Vienna, 1964) and R. Browning, *Notes on Byzantine Prooimia* (Wiener byzantinische Studien, Bd. I Suppl., Vienna, 1966).

For contracts of ἀργυροπῶται and their frequent reliance on πίστις, see especially the proem to Justinian's Edict 9. For an example of this type of proem in a papyrus text, cf. that prefixed to the petition reprinted as SB X 10287 (A.D. 504; cf. now H. Maehler, *ZPE* 25, 1977, 192): [Εἰ μὴ] προεχώρει ἡ τῶν νόμων ἐπιστολὴ κατὰ τῶν | [ἀτο]πῶν ἐπιχειρούντων, πάντες ἂν εἰς μανείαν | [καὶ εἰς] ἕτερα ἀτοπήματα κατέτυχον (lines 5-7). Cf. also, not so much for their contents as for the practice they illustrate, the prooimia to *Novs.* 31, 39, 49, 60, 69, 77, 84, 90, 98, 111, and 163.

μεγαλοπρέ(πεια): μεγαλοπρέ(πεια), ed. Copy (b) has λαμπρότης. It is interesting to note that copy (a), which has μεγαλοπρέ(πεια) in this line, has λαμπροτά(τω) in the preceding line and elsewhere in the text consistently employs λαμπρότης; copy (b), which has λαμπρότης at this point, elsewhere tends to have, though not quite so consistently, μεγαλοπρέπεια. Was the writer simply aiming for variety, or was there real doubt about the honorific abstract that should be



applied to Eustathius? In his capacity as count, λαμπρότης was the lowest term that could be applied to him, μεγαλοπρέπεια was possible, but perhaps too dignified.

ἀντεφώνησεν: cf. lines 4 (τῇ ἀντιφωνήσει), 5 (τὴν ἀντιφώνησιν), 8 (τῇ . . . ἀντιφωνήσει), 10 (τὰ ἀντιφωνηθέντα), and 13 (τοῦ ἀντιφωνηθέντος . . . χρυσίου). Ἀντιφώνησις is the Greek equivalent of the Latin *constitutum*. Although the verbal equation is unquestioned, some doubt (unjustified in my view, in light of the present text) has been cast on the extent to which the papyrus ἀντιφωνήσεις correspond in reality to the *constituta* (and *recepta argentarii*) of the law codes. Cf. Max Kaser, *Das römische Privatrecht*, vol. II (Munich, 1959), p. 280, n. 66. The qualification ἐγγράφως here is important. It seems that bankers' *constituta* (ἀργυροπρατικὰ ἀντιφωνήσεις) were commonly ἀγράφως (see *Ed.* 7 in particular for this), thus giving rise to difficulties of proof when disagreements occurred. For the proper wording of an ἀντιφώνησις-agreement, see *Ed.* 115.6 (A.D. 542).

[[δ]]περὶ: ὕπερ, *ed.* The iota is quite clear; upsilon is smudged. These prepositions were frequently interchanged in Koinê Greek (though ὕπερ seems far more appropriate here); cf. E. Mayser, *Grammatik der griechischen Papyri aus der Ptolemäerzeit*, II 2 (Berlin-Leipzig, 1934), pp. 450-54; Blass, Debrunner, and Funk, *A Greek Grammar of the New Testament and Other Early Christian Literature* (Chicago, 1961), §§ 229(1) and 231. For a parallel in reverse to the present case, see line 4 and the commentary note to the text edited in *The J. Paul Getty Museum Journal* 5 (1977), pp. 91-94.

4 ἐνδοξ(οτάτου): = *gloriosissimi*, BGU XII 2174, note to line 1. Cf. below, lines 5 and 10.

Κωμήτου: not a very common name, though see Preisigke, *Namenbuch*, col. 189 (with variants), cf. Justinian, *Ed.* 13, § 24, where a John Κομήτου, duke of the Thebaid, is mentioned. The lower case kappa printed in the PSI edition indicates that the editor took this not as a personal name, but as the honorary dignity of count; cf. above, note to line 2 on κόμ(ε)τι. See, however, J. Maspero (PSI II, p. ix; *BL* I, p. 390), who besides remarking on Κωμήτου as a personal name, Κωμήτης (I, with others, have used "Kometos"; the genitive form leaves doubt as to the correct nominative), identified this man as the son of the duke of the Thebaid in *Ed.* 13 (cf. von Druffel, *Papyrologische Studien*, p. 43, n. 2). Kometos is also possibly identical with the man of the same name in P. Oxy. XVI 2020

and 2040; Hardy, *The Large Estates of Byzantine Egypt* (New York, 1931), p. 41. His whereabouts at the time of Christodote's financial and legal problems is one of the many questions the text leaves unanswered. That he was alive can be presumed from the fact that he is not described as being εὐκλεοῦς μνήμης or the like.

χρυσίου λίτρας ἐξήκοντα μίαν: the amount is impressive, equivalent in weight to 4392 solidi. This is far in excess of the defensor's competence as revised by Justinian in A.D. 535 (Nov. 15.3.2: 300 solidi), and more than six times the amount needed to justify bringing the case to Constantinople for a hearing (Nov. 23.3, A.D. 536). John the Almoner, patriarch of Alexandria at a time somewhat later than our text (A.D. 611-19), is said to have deemed 50 pounds of gold sufficient to recuperate the fortunes of a wealthy Alexandrian shipper who had suffered financial ruin owing to a series of shipwrecks. Cf. G. R. Monks, *Speculum* 28 (1953), p. 361.

μετὰ τῶν ἐπισυναγομένων αὐταῖς τόκων: the cumulated interest is referred to, but the rate is not specified. A Justinianian law of A.D. 528 (CJ 4.32.26.2) had set the maximum rates of interest at 4% for loans to *illustres* and those of higher status than that; 8% for ordinary commercial loans; 12% for nautical loans; and 6% for private loans. Cf. A. C. Johnson and L. C. West, *Byzantine Egypt: Economic Studies* (Princeton, 1949), pp. 167ff.; Jones, *Later Roman Empire*, pp. 868-69; Kaser, *Das römische Privatrecht*, II, p. 250. In A.D. 535, the ceiling on interest rates on loans made by Constantinopolitan bankers was reconfirmed at 8% (not made the general rate, despite Johnson and West, who misread the text), and this is the rate recorded in a loan made out by a Constantinopolitan banker to visitors from Aphrodito of the Egyptian Thebaid in A.D. 541 (P. Cairo Masp. II 67126). For a full study of interest rates in the papyri, see H. E. Finckh, *Das Zinsrecht der gräko-ägyptischen Papyri* (diss. Erlangen, 1962).

ῥω: read εῖω. εῖω ed. A corresponding change must be made regarding copy (b). The editor reports ῥω; the text has εῖω.

ῥω ῥητῆς προθεσμίας: cf. Ed. 9 pr.: ὀρίζειν χρόνον ῥητὸν . . . εῖω τούτου, and: εἴτα τῆς προθεσμίας ἐνστάσης ἀπραγμόνως ποιεῖν τὸ ἱκανόν. The προθεσμία was a key element in any *constitutum* or ἀντιφώνησις; W. W. Buckland, *A Text-Book of Roman Law from Augustus to Justinian* (3rd edn., rev. Peter Stein, Cambridge, 1963), pp. 527ff. The term, however, was used of any deadline or due date (cf. Du Cange, *Glossarium ad scriptores mediae et infimae Graecitatis*, s.v., quoting

from the Glosses on the Basilica), and it is commonly found in the papyri as indicating the due date for loans, e.g., P. Oxy. XVI 1891 and 1973.

τὸ ἱκανὸν οὐκ ἐποίησεν: τὸ ἱκανὸν ποιεῖν is a Latinism (= *satisfacere*) attested as early as Polybius and found with extreme frequency in the law codes (E. A. Sophocles, *Greek Lexicon of the Roman and Byzantine Periods (From B.C. 146 to A.D. 1100)*, p.596). See below, lines 8 and 13, and see also Nov. 136 pr. (ποιεῖν . . . τὸ ἱκανόν), 2 (τὸ ἱκανὸν γίνεσθαι, *bis*), 3 (τὸ ἱκανὸν διὰ χρημάτων ποιῆσαι), Ed. 7.3 (τὸ ἱκανὸν . . . περιποιεῖν), Ed. 9 pr. (ποιεῖν τὸ ἱκανόν). Cf. also Nov. 115.6: τὸ ἱκανόν σοι ποιῶ = *satis tibi facio*.

ἐντροπειοθῆναι: the infinitive indicates that Christodote was prepared to go, but had not in fact gone, to Constantinople, at least down to the drafting of PSI 76. She is threatening to resort to the Crown as a final source of appeal (cf. Simon, *loc. cit.* [see ftn. 6], 645f.). The amount at issue (see preceding page) would certainly have justified such an appeal.

5 τὴν βασιλείδα τῶν πόλεων: = Constantinople; PSI 76.5 note; Sophocles, *Lexicon*, p. 302, s.v. βασιλῖς. For travel to Constantinople for purposes of litigation, see Keenan and Simon, *loc. cit.* [cf. ftn. 6]. Add now to the available evidence P. Mich. XIII 661.13.

λοιπόν: apparently a slip for λόγον, PSI 76.5 note.

ὑπεισελοῦσαν . . . τὴν ἀντιφώνησιν: cf. Nov. 4.1 (ὁ τὴν ἀντιφώνησιν ὑπελθών), *ibid.* (τὴν ἀντιφώνησιν ὑπῆλθε), Ed. 9 pr. (καθαρὰς ἀντιφωνήσεις . . . ὑπεισέναι), Nov. 136 pr. (ἀντιφωνήσεις καὶ δανείσματα ὑπέρχονται [sc. *argyropatai*] παντὸς κινδύνου μεστά).

6 ἐνοχλοῦμαι: commonly used of legal difficulties arising out of contracts, e.g., ἐνοχλοῦντας in Ed. 9 pr.; διανοχλείτω and διανοχλουμένους in Nov. 4.1; ἐνοχλήσας in Nov. 4.2. Cf. Ed. 11 pr.: τοῖς . . . συναλλάγμασιν ἐνοχλεῖν and τοῖς . . . παρενοχλεῖν συναλλάγμασι.

ἡ ὑπολειφθεῖσα κτλ.: cf. line 8. The word ὑπολειφθεῖσα means "left behind" -- but in what sense? Does it indicate that Christodote had already lost other property through confiscation by her creditors, and that what is mentioned here and in line 8 is all that she had left? This would conform to the usual sense of ὑπολείπω. Or might the word here more sensibly indicate that the land had been left behind (by her father?) and therefore *inherited* by Christodote? This would give the word a more technical flavor, in conformity with the word ἀκίνητος

(see next note), but it would require the insistence that ὑπολείπω is here usurping a sense traditionally held by the verb καταλείπω, a not impossible conclusion though presently without support from the *lexica*.

ἀκίνητος: immovable or real, as contrasted with κίνητη (movable) and αὐτοκίνητος (self-moving) property, e.g. Nov. 86.1, *Mitteis*, *Chrest.* 319.19.

κατὰ τὴν Ἀρκάδων: sc. ἐπαρχίαν. It is presumably the same property, but more specifically localized, that is mentioned in line 8 as situated "in the Oxyrhynchite."

7 εὔρω: for the infinitive construction with εὐρίσκω and the consequent meaning of the verb itself, see B. G. Mandilaras, *The Verb in the Greek Non-Literary Papyri* (Athens, 1973), § 777.

8 κατὰ τὴν Ὀξυρυγχιτῶν: sc. πόλιν. The city is here designated in abbreviated and informal fashion, cf. D. Hagedorn, *ZPE* 12 (1973), pp. 277-92, esp. pp. 290-91. For Oxyrhynchus as a city of the province of Arcadia (above, line 6), see *APF* I, p. 408 = *BGU* III 936 = Wilcken, *Chrest.* 123 (A.D. 426); Jones, *Cities of the Eastern Roman Provinces* (2nd edn., Oxford, 1971), pp. 343, 493, n. 64, and Table XLV on p. 550; *Hieroclis Synecdemos* (ed. G. Parthey, 1866), 729.3; *Leontis Sapientis et Photii ordo patriarcharum* (printed *ibid.*), 744-45; *Nili Doxapatrii notitia patriarchatum* (printed *ibid.*), 115.

προφάσει ξενιτείας . . . δαπανήματα: not just travel expenses but all costs incurred in staying away from home. Cf. Just. Nov. 53 *pr.* for a similar expression where the context makes the meaning clearer than in the present instance: αὐτοὶ (sc. litigants) μένουσιν ἐν τῇ χώρᾳ τρύχεσθαι ταῖς ἐν ξένῃ δαπάναις. Generally on litigation costs under the Later Roman Empire, see Jones, *Later Roman Empire*, pp. 494-99. Boat fare from Oxyrhynchus to Alexandria would only have been an insignificant fraction of the amount in dispute in Christodote's case; cf. P. Oxy. I 151 (A.D. 612), a payment of 3 solidi less 12 carats by a banker to boatmen who were to go to Alexandria and convey a rhetor back to Oxyrhynchus. Cf. also note on lines 11-12.

λαμπρότητα: λαμπρότητα), ed.

ἀπραγμόνως κτλ.: cf. *Ed.* 9 *pr.*, ἀπραγμόνως ποιεῖν τὸ ἱκανόν.

9 δικαιο[ο]λογίας: cf. P. Lond. V 1708.26 note; Preisigke, *Wörterbuch* I, col. 379; *LSJ* s.v.

ὕπερθευος: as frequently, indicates liability stemming from contract; equivalent to the Latin *obligatus*.

ὥς ἐλκός: can be rendered in Latin by *forsan* (e.g., Nov. 128.4).

10 διαμαρτυρία: The *diamartyria* was an affidavit or deposition presented by an interested party, usually but not always for the defensor's consideration and subscription (see esp. SB I 6000, verso, cf. Wilcken, *Chrest.* 471.7: διαμαρτύραντο κτλ.). The ἐκμαρτύριον or ἐκσφράγισμα (cf. P. Oxy. XVI 1882.15 note) was a record of attestation or corroboration drawn up by the defensor himself or by some other competent official. The distinction between the private drafting of διαμαρτυρίαι and the official drafting of ἐκμαρτύρια | ἐκσφραγίσματα is sufficiently stressed in the *Wörterbuch* definitions, but tends to be overlooked in our scholarly literature. For a detailed discussion of the term διαμαρτυρία, see von Druffel, *Papyrologische Studien*, pp. 41ff.

11 [[του λογ]]: "firma poco leggibile"--ed. Dr. Pintaudi corroborates the general thrust of the reading proposed here, but thinks that του does not account for all the traces on the papyrus. He may well be right. It seems to me, nonetheless, that the writer must have begun τοῦ λογιωτάτου, then realized he wanted to leave space for filling in the defensor's name, and therefore rubbed out (but not without leaving traces of) what he had begun. Seemingly, the defensor's name was not known to the writer. But it is curious that such an accomplished notary, if an Alexandrian, should not know the name of the defensor of his own city. Perhaps then the document was not drafted in Alexandria, but in Oxyrhynchus, in anticipation of a journey to Alexandria and a presentation of the facts of the case to the defensor there. Another explanation would be that the copies were indeed drawn up in Alexandria, but that a change of defensor was expected any moment (the *defensio* was at this time a two-year cyclical liturgy: Nov. 15.1, etc., and *epil.*).

λογιωτάτου: = *eloquentissimi*; cf. recently Axel Claus, 'Ο ΣΧΟΛΑΣΤΙΚΟΣ (diss. Köln, 1965), pp. 81-87, esp. at pp. 85-86.

ἐκδίκου: = *defensoris*. For the activities of the *defensor civitatis* in Egypt at this time, which frequently included the authenticating of written depositions (as envisaged in the present case), see G. Rouillard, *L'administration civile de l'Égypte byzantine* (2nd edn., Paris, 1928), pp. 153ff.; B. R. Rees, *JJP* 6 (1952), pp. 73-102; V. Dautzenberg, *Die Gesetze des Codex Theodosianus und des Codex Justinianus für Ägypten im Spiegel der Papyri* (diss. Köln, 1971), pp. 165-70;

D. Simon, *RIDA*, 3rd ser., 18 (1971), pp. 626-33.

τῆς Ἀλεξανδρέων: sc. πόλεως; cf. copy (b), where πόλεως is included.

τὸ ἕσον: L. Th. Lefort, *Le Muséon* 47 (1934), pp. 57ff.

11-12: Cf. SB I 4678, with *Wörterbuch* III, p. 70. For papyrus oaths of this period, see E. Seidl, *Der Eid im römisch-ägyptischen Provinzialrecht*, II (Münch. Beitr. 24, 1935). Seidl holds that the sense of ἐνορκῶ in PSI 76.11 is not one of swearing, but rather one of asking or begging ("bitten"); see pp. 44-46 for examples. In that case Christodote, perhaps anticipating that Eustathius is about to leave Alexandria, begs him not to go until he had paid up. This differs from the interpretation offered in *ZPE* 17 (1975), pp. 244-46, wherein Christodote is said to have sworn that she will not leave Alexandria until Eustathius has paid what is due. There is indeed some ambiguity as to sense in copy (a) owing to the lack of a subject accusative in the infinitive construction with ἐνορκῶ; but this ambiguity is removed by the presence of the subject accusative in copy (b): Ἐνορκῶ δὲ τὴν ὑμετέραν μεγαλοπρέπειαν πρὸς κτλ. Seidl's interpretation must therefore be right.

12 τῆς νίκης: τῆς lacking in copy (b).

13: At the end of copy (b) I read: ἐνδοξο(τάτου) μ[ου ἀδελφοῦ, a minor improvement on what is given in the PSI edition.

### Translation

In the reign of our most divine and most august ruler, Flavius Justinus, the eternal Augustus and emperor . . .

I, Flavia Christodote, with God, illustrious daughter of John of glorious memory, deceased patrician, give affidavit to you, Flavius Eustathius, the most brilliant count and banker, concerning the matters set forth below.

The good faith of contracts, when observed, places those who execute them in praise and preserves in purity the disposition of those who have made the contracts; in precisely the same manner, when trampled, it assuredly produces the opposite results. So then, Your Magnificence recalls that It reached settlement with me in writing concerning my most renowned brother, the lord, Kometos,

for sixty-one pounds of gold, with the total interest on them [for repayment] within an agreed upon term day, and (behold!) the term day passed by and It did not satisfy the terms of Its agreement, so that I therefore am prepared in the future to go to the queen of cities and to obtain my rights through the blessed and justisfacient Crown. For I have a case (?) against no one but your Brilliancy which in behalf of my aforementioned most renowned brother entered into the settlement with me for the same sixty-one pounds of gold. The fact that I am wrestling with debts and am hourly harassed by my creditors is known to all; but in addition, the real property left behind for me in the (sc. province) of Arcadians, from which I derive my essential nourishment, is under the circumstances about to be handed over to my creditors, so that the consequent damage focuses on Your Brilliancy which till now has not furnished me with what is owed to me by It, so that I might be able to free myself from my creditors. Therefore, whether as a result of this culpability some damage may grate against me and I shall be in jeopardy with respect to the real property left behind for me in the (sc. city) of Oxyrhynchites, or whether I shall incur expenses by reason of my living away from home -- these I intend to demand back from Your Brilliancy which is unwilling without litigation to make satisfaction to me for Its agreement. Therefore, in order to remove every plea and so that Your Brilliancy may know that as a result of Its procrastination It is liable to me both for the expenses that naturally occur to me because of your delaying and for those that are about to be taken from my estate by my creditors because of my inability to pay my debts, amounts equivalent to what I have not received from Your Brilliancy, those agreed upon by It for me in behalf of my most renowned brother, therefore I have utilized the present affidavit, sent to It through (canceled: the most el-) the most eloquent defensor of the (sc. city) of Alexandrines, with my subscription and His Eloquences's, a copy of which I have retained in my possession for my own protection with the aforementioned most eloquent defensor's signature. And I beg It (sc. Your Brilliancy) by the Holy and Consubstantial Trinity and the victory and safety of our glo-



riously triumphant rulers, Flavius Justinus, the eternal Augustus, greatest benefactor and emperor, and Ailia Sophia, our most august empress, not to depart from the (sc. city) of Alexandrines until It makes satisfaction to me for the gold that was agreed upon for me by It, as mentioned above.

#### Puzzles and Implications of the Case

The substance of the case is perhaps adequately conveyed by the text, commentary and translation just given. Christodote, hard pressed by her creditors and in danger of losing her landed property as a consequence, sought to recover money owed to her by her brother, Kometos. Kometos, however, had reached agreement with Eustathius, an Alexandrian banker, to have the banker repay his sister in his behalf. But the banker in turn, on the appointed day, failed to make payment and his further procrastination apparently gave Christodote little hope that he would meet the terms of his agreement unless subjected to legal pressures. She thought of going to Constantinople to bring her plight to the attention of the imperial court, but for the time being contented herself with pursuing her case in Alexandria, probably because that was where the banker lived and did business, and as an initial step in her planned course of action arranged for the drafting of two copies of an affidavit setting forth her version of the facts of the case and destined for signing by the *defensor civitatis* of Alexandria. The extant copies of the affidavit, however, as carried on PSI 76, do not bear the subscriptions referred to in their texts;<sup>9)</sup> and this is merely one puzzle raised by the papyrus. Others abound.

(1) Were other, fair copies of the affidavit ever drafted, signed and put to use? (2) If so, how were they used? Simon (*loc. cit.* [see fn. 6]) suggests that Christodote had in mind a personal *προσέλευσις* leading to an imperial *iussio*. The affidavit would therefore have had some evidentiary importance. But the text indicates that Christodote was only threatening to go to Constantinople and had decided, for the present at least, to stay in Alexandria. Of

9) ZPE 17 (1975), pp. 244-46, for this and other points.



what use, then, was the affidavit to be put in Alexandria?<sup>10)</sup>

(3) Was the defensor to have any role beyond attesting to and subscribing to the copies of the affidavit presented to him? If so, what was that role to be? Was he to bring the parties together and preside over an out-of-court settlement?<sup>11)</sup>

(4) Where was Kometos, Christodote's brother, at this time? Why does the text make no mention of steps made to recover the money directly from him?<sup>12)</sup>

(5) Who were the creditors who were so sorely pressing Christodote?

(6) Whose estates are the concern of the accounts on the verso of the affidavits? Christodote's own? If so, they suggest that Christodote eventually recovered her prosperity, perhaps through a favorable settlement of her case, or that she had grossly exaggerated the direness of her straits beforehand.<sup>13)</sup>

But: apart from its physical relationship to the recto, the verso, to the extent that I have read it, contains no indication that it is concerned expressly with Christodote's estates. (7) What happened to Christodote after the drafting of PSI 76? Did things turn out well for her? This is a possibility, just a possibility, raised by the preceding questions. But we will probably never know for certain. There remains the hope that texts not yet published may give an answer.<sup>14)</sup>

In a more positive vein, it can be said that probably the most significant single issue on which the text of PSI 76 touches is the extent to which imperial (here we mean Justinianian) legislation had practical effect in Egypt. The general problem of State

10) Assuming Christodote ever did really go to Alexandria; cf. above, note to line 11.

11) A function envisaged in Nov. 15.6.1: τὰ - - - τῶν ἀμφοιβητοῦντων διαλύοντες.

12) For his being alive, see above, note to line 4. For a partial answer to the second question, see below.

13) I am, of course, assuming here that the affidavit copies were written before the accounts were written, mainly because: (1) the former were of greater importance than the latter, in greater need of "clean sheets" of papyrus; (2) papyri were usually inscribed with writing along the fibers first (but see, e.g., P. Mich. XIII 659 and some other pieces in that volume); then their reverse sides were used, with writing running across the fibers.

14) Can she possibly be the illustrious landlady whose name is lost in P. Oxy. XLIV 3204 (A.D. 588)? But perhaps that lady is more likely to have been the more famous Flavia Anastasia, for whom, see J. van Haelst, *Atti dell' XI Congresso internazionale di papirologia* (Milan, 1966), pp. 586-90.

law and local practice was, as is well known, first put into classic form by Ludwig Mitteis in 1891 in his *Reichsrecht und Volksrecht*. It has continued to excite the interest of students of ancient history, law and society, both insofar as it can be studied for the Roman Empire at large and insofar as it can be investigated, where the evidence is richest, for the special case of Egypt.<sup>15)</sup> For Egypt and the effect of Justinian's legislation there, that interest has recently grown in intensity, thanks largely to revisionist essays by Professor A. A. Schiller.<sup>16)</sup> Basically, Schiller, in arguing against the traditional view propounded above all by the great Rafael Taubenschlag, "advanced the view that the Code and Novels exerted no influence whatsoever upon the private law of the country" (*Gnomon* 47 [1975], p. 583). His view, and arguments thereto, have provoked much comment, but little acceptance.<sup>17)</sup> At present, in this connection, I am content to list a series of legal, diplomatic and philological points (these tend to overlap) that can be drawn from the text of PSI 76; and following that, to indicate what seems to me to be their conglomerate relevance to the problem of the effectiveness of Justinianian law in Egypt.

(1) In line 4, there are two references to one of the key elements of the ἀντιφωνήσις-agreement, the προθεσμία. The word is specifically used in Justinian's legislation on ἀντιφωνήσεις; but it is also used more generally of any deadline or due date (cf. commentary note to line 4).

(2) Note that Christodote proceeds against the banker despite

15) For Egypt, cf. the survey of the literature given by A. A. Schiller in *Legal Thought in the United States of America under Contemporary Pressures* (Reports from the United States of America on Topics of Major Concern as Established for the VIII Congress of the International Academy of Comparative Law), edd. Hazard and Wagner (Brussels, 1970), pp. 41-60.

16) Art. cit. in preceding note; cf. also Schiller in *Studi in onore di Edoardo Volterra*, I (Milan, 1969), pp. 469-502.

17) Generally, M. Amelotti, in Amelotti and Luzzatto, *Le costituzioni giustiniane nei papiri e nelle epigrafi* (Milan, 1972), pp. 5-12; specifically, on the μὴ ἐν δικάστηρίῳ clause, Leslie S. B. MacCoull in *Collectanea Papyrologica: Texts Published in Honor of H. C. Youtie* (Bonn, 1976), II, pp. 600-601. The articles by Professor Schiller, just cited, were, as I learned from conversation with him, preliminaries to a broader and deeper attack on the problem. It is regrettable that his death kept him from producing his complete and definitive statement on the subject.

the fact that her brother is evidently yet alive. According to the general rules on *constituta/ἀντιφωνήσεις*, the creditor could be compelled to proceed against the original debtor before proceeding against his surety (in this case, Eustathius). At first, in his legislation, Justinian refused the protection of this so-called *beneficium excussionis* (or *ordinis*) to bankers. Then, on being petitioned by the *collegium* of Constantinopolitan bankers, he extended the *beneficium* to bankers, but not without allowing them, at their discretion, to renounce their rights to the *beneficium* in specific instances by means of private pacts (see Nov. 136 *pr.* and 1, A.D. 535; cf. Nov. 4 and P. Oxy. 136). Might Eustathius have made such a private pact in the present case?

(3) In his seemingly insistent repetition of the word *ἀντιφωνήσεις* and its cognate verbal formations (cf. line 3 note), the writer appears to want to stress the technical nature of the legal relationships among the parties concerned.

(4) The word *ἐγγράφως* (line 3) has important evidentiary if not legal implications, as Justinian himself fully recognized and frequently noted.<sup>18)</sup>

(5) The text is replete with the type of legal jargon found in Justinian's laws, e.g., *ποιεῖν τὸ ἱκανόν*, *ὑπεισέρχομαι*, *ἐνοχλοῦμαι*, *ὑπεύθυνος*. Cf. commentary above, *passim*, where special attention is given to occurrences of these and other words in Justinian's legislation on *ἀντιφωνήσεις*.

(6) The prooimion reflects the form taken in the prooimia to many of Justinian's pronouncements (cf. line 3 note).

(7) The general form of the entire text is analogous to that found in some imperial pronouncements.<sup>19)</sup> The following schema may be proposed:

- (a) Line 1: *intitulatio*
- (b) Line 2: *inscriptio*

18) Line 3 note; and L. Wenger, *Institutes of the Roman Law of Civil Procedure* (rev. edn., tr. Fisk, New York, 1940), pp. 294 ff.

19) Cf. F. Dölger and J. Karayannopoulos, *Byzantinische Urkundenlehre*, I, pp. 71 ff. Here stress should be placed on the word *analogous*: I am not insisting on absolute precision, merely suggesting general conformity.

- (c) Line 3: *prooimion*  
 (d) Lines 3-7:<sup>20)</sup> *narratio*  
 (e) Lines 7-13: *dispositio*

(8) The metaphoric words, καταπατέω (line 3) and προσπαλαίω (line 6), are reminiscent of the occasional poetic figures -- similes and metaphors -- found in the law codes.<sup>21)</sup>

(9) The possibility of taking action at Constantinople is credible, given the amount at issue in the case (cf. line 4 note).

No one of the above nine points is in any way conclusive, and some admittedly afford shaky ground for drawing conclusions. Nevertheless, the convergence of the nine points, that is, the nine points taken together do seem to carry some weight. They suggest to me that whoever drafted PSI 76 exhibits a familiarity with the form (points 6, 7), diction (points 3, 5, 8), rules and procedures of Justinian's laws, especially those on ἀντιφωνήσεις (points 1, 2, 4, 9), even though he does not explicitly allude to them or to any particular provision contained therein.<sup>22)</sup> I would not argue from this particular to any more general conclusion, nor would I insist that such familiarity with Justinianian law and "style" in Alexandria need similarly be reflected in the χώρα,<sup>23)</sup> especially if Braunert is right in holding that the χώρα was more isolated from Alexandria in the Byzantine period than in earlier times.<sup>24)</sup>

Loyola University of Chicago

James G. Keenan

20) Beginning with Μέμνηται, ending with δανιστῶν.

21) E.g., the pharmacological simile in Nov. 111 pr.; cf. also Rémondon, *Rech. Pap.* 1 (1961), pp. 66f.

22) For examples proposed as specific references to Justinianian enactments in the papyri, see Taubenschlag, *Opera minora*, II, pp. 113-14.

23) Cf. what Mitteis has to say: *Reichsrecht und Volksrecht*, pp. 201f.

24) H. Braunert, *Die Binnenwanderung* (Bonn, 1964), pp. 293-336.